

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ERIKA LOURNAE JOHNSON AND
RAYMON TYLER JOHNSON, } Case No. 8:25-cv-00076-JWH-JDE
Plaintiffs, } STIPULATION AND PROPOSED
vs. } PROTECTIVE ORDER
FCA US, LLC; and DOES 1 through
10, inclusive, }
Defendant. }

Based on the parties' Stipulation (Dkt. 19) and for good cause shown, the Court finds and orders as follows.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1 2. GOOD CAUSE STATEMENT

2 Documents and materials covered under the protective order contain
3 proprietary, financial, confidential, copyrighted, and sensitive information not
4 intended to be circulated among the general public. This includes copyrighted
5 vehicle information intended for purchase or to be used under license, sensitive
6 personally identifiable information, confidential business practices, and
7 information otherwise generally unavailable to the public. In many instances,
8 redaction is not possible as necessary information would be redacted, and in some
9 instances more information would be redacted than visible.

10 Special protection from public disclosure and from use for any purpose other
11 than prosecution of this action is warranted.

12 Accordingly, to expedite the flow of information, to facilitate the prompt
13 resolution of disputes over confidentiality of discovery materials, to adequately
14 protect information the parties are entitled to keep confidential, to ensure that the
15 parties are permitted reasonable necessary uses of such material in preparation for
16 and in the conduct of trial, to address their handling at the end of the litigation, and
17 serve the ends of justice, a protective order for such information is justified in this
18 matter. It is the intent of the parties that information will not be designated as
19 confidential for tactical reasons and that nothing be so designated without a good
20 faith belief that it has been maintained in a confidential, non-public manner, and
21 there is good cause why it should not be part of the public record of this case.

22 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

23 The parties further acknowledge, as set forth in Section 14.3, below, that this
24 Stipulated Protective Order does not entitle them to file confidential information
25 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
26 and the standards that will be applied when a party seeks permission from the court
27 to file material under seal. There is a strong presumption that the public has a right
28

1 of access to judicial proceedings and records in civil cases. In connection with non-
2 dispositive motions, good cause must be shown to support a filing under seal. See
3 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006),
4 Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-
5 Welbon v. Sony Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
6 stipulated protective orders require good cause showing), and a specific showing of
7 good cause or compelling reasons with proper evidentiary support and legal
8 justification, must be made with respect to Protected Material that a party seeks to
9 file under seal. The parties' mere designation of Disclosure or Discovery Material
10 as CONFIDENTIAL does not— without the submission of competent evidence by
11 declaration, establishing that the material sought to be filed under seal qualifies as
12 confidential, privileged, or otherwise protectable—constitute good cause.
13

14 Further, if a party requests sealing related to a dispositive motion or trial,
15 then compelling reasons, not only good cause, for the sealing must be shown, and
16 the relief sought shall be narrowly tailored to serve the specific interest to be
17 protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir.
18 2010). For each item or type of information, document, or thing sought to be filed
19 or introduced under seal, the party seeking protection must articulate compelling
20 reasons, supported by specific facts and legal justification, for the requested sealing
21 order. Again, competent evidence supporting the application to file documents
22 under seal must be provided by declaration.

23 Any document that is not confidential, privileged, or otherwise protectable
24 in its entirety will not be filed under seal if the confidential portions can be
25 redacted. If documents can be redacted, then a redacted version for public viewing,
26 omitting only the confidential, privileged, or otherwise protectable portions of the
27 document, shall be filed. Any application that seeks to file documents under seal in
28 their entirety should include an explanation of why redaction is not feasible.

1 4. DEFINITIONS

2 4.1 Action: this pending federal lawsuit.

3 4.2 Challenging Party: a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 4.3 “CONFIDENTIAL” Information or Items: information (regardless of
6 how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
8 the Good Cause Statement.

9 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as
10 their support staff).

11 4.5 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL.”

14 4.6 Disclosure or Discovery Material: all items or information, regardless
15 of the medium or manner in which it is generated, stored, or maintained (including,
16 among other things, testimony, transcripts, and tangible things), that are produced
17 or generated in disclosures or responses to discovery.

18 4.7 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve
20 as an expert witness or as a consultant in this Action.

21 4.8 House Counsel: attorneys who are employees of a party to this
22 Action. House Counsel does not include Outside Counsel of Record or any other
23 outside counsel.

24 4.9 Non-Party: any natural person, partnership, corporation, association or
25 other legal entity not named as a Party to this action.

26 4.10 Outside Counsel of Record: attorneys who are not employees of a
27 party to this Action but are retained to represent a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm that
2 has appeared on behalf of that party, and includes support staff.

3 4.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 4.13 Professional Vendors: persons or entities that provide litigation
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)
11 and their employees and subcontractors.

12 4.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as “CONFIDENTIAL.”

14 4.15 Receiving Party: a Party that receives Disclosure or Discovery
15 Material from a Producing Party.

16 5. SCOPE

17 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or
20 compilations of Protected Material; and (3) any testimony, conversations, or
21 presentations by Parties or their Counsel that might reveal Protected Material.
22

23 Any use of Protected Material at trial shall be governed by the orders of the
24 trial judge and other applicable authorities. This Order does not govern the use of
25 Protected Material at trial.

26 6. DURATION

27 Once a case proceeds to trial, information that was designated as
28 CONFIDENTIAL or maintained pursuant to this protective order used or

1 introduced as an exhibit at trial becomes public and will be presumptively
2 available to all members of the public, including the press, unless compelling
3 reasons supported by specific factual findings to proceed otherwise are made to the
4 trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81
5 (distinguishing “good cause” showing for sealing documents produced in
6 discovery from “compelling reasons” standard when merits-related documents are
7 part of court record). Accordingly, the terms of this protective order do not extend
8 beyond the commencement of the trial.

9 7. DESIGNATING PROTECTED MATERIAL

10 7.1 Exercise of Restraint and Care in Designating Material for
11 Protection. Each Party or Non-Party that designates information or
12 items for protection under this Order must take care to limit any such designation
13 to specific material that qualifies under the appropriate standards. The Designating
14 Party must designate for protection only those parts of material, documents, items
15 or oral or written communications that qualify so that other portions of the
16 material, documents, items or communications for which protection is not
17 warranted are not swept unjustifiably within the ambit of this Order.

18 Mass, indiscriminate or routinized designations are prohibited. Designations
19 that are shown to be clearly unjustified or that have been made for an improper
20 purpose (e.g., to unnecessarily encumber the case development process or to
21 impose unnecessary expenses and burdens on other parties) may expose the
22 Designating Party to sanctions.

23 If it comes to a Designating Party’s attention that information or items that it
24 designated for protection do not qualify for protection, that Designating Party must
25 promptly notify all other Parties that it is withdrawing the inapplicable designation.

26 7.2 Manner and Timing of Designations. Except as otherwise provided in
27 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material

1 that qualifies for protection under this Order must be clearly so designated before
2 the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the legend
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
8 contains protected material. If only a portion of the material on a page qualifies for
9 protection, the Producing Party also must clearly identify the protected portion(s)
10 (e.g., by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for inspection
12 need not designate them for protection until after the inspecting Party has indicated
13 which documents it would like copied and produced. During the inspection and
14 before the designation, all of the material made available for inspection shall be
15 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
16 documents it wants copied and produced, the Producing Party must determine
17 which documents, or portions thereof, qualify for protection under this Order.
18 Then, before producing the specified documents, the Producing Party must affix
19 the “CONFIDENTIAL legend” to each page that contains Protected Material. If
20 only a portion of the material on a page qualifies for protection, the Producing
21 Party also must clearly identify the protected portion(s) (e.g., by making
22 appropriate markings in the margins).

23 (b) for testimony given in depositions that the Designating Party
24 identifies the Disclosure or Discovery Material on the record, before the close of
25 the deposition all protected testimony.

26 (c) for information produced in some form other than documentary
27 and for any other tangible items, that the Producing Party affix in a prominent

1 place on the exterior of the container or containers in which the information is
2 stored the legend “CONFIDENTIAL.” If only a portion or portions of the
3 information warrants protection, the Producing Party, to the extent practicable,
4 shall identify the protected portion(s).

5 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate qualified information or items does not, standing alone, waive
7 the Designating Party’s right to secure protection under this Order for such
8 material. Upon timely correction of a designation, the Receiving Party must make
9 reasonable efforts to assure that the material is treated in accordance with the
10 provisions of this Order.

11 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
13 designation of confidentiality at any time that is consistent with the Court’s
14 Scheduling Order.

15 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process under Local Rule 37-1 et seq.

17 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
18 joint stipulation pursuant to Local Rule 37-2.

19 8.4 The burden of persuasion in any such challenge proceeding shall be on
20 the Designating Party. Frivolous challenges, and those made for an improper
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
22 parties) may expose the Challenging Party to sanctions. Unless the Designating
23 Party has waived or withdrawn the confidentiality designation, all parties shall
24 continue to afford the material in question the level of protection to which it is
25 entitled under the Producing Party’s designation until the Court rules on the
26 challenge.

1 9. ACCESS TO AND USE OF PROTECTED MATERIAL

2 9.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under
6 the conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 15 below (FINAL
8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
17 well as employees of said Outside Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel)
20 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have

1 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (g) the author or recipient of a document containing the information or
3 a custodian or other person who otherwise possessed or knew the information;

4 (h) during their depositions, witnesses, and attorneys for witnesses, in
5 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
6 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
7 they will not be permitted to keep any confidential information unless they sign the
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
9 agreed by the Designating Party or ordered by the court. Pages of transcribed
10 deposition testimony or exhibits to depositions that reveal Protected Material may
11 be separately bound by the court reporter and may not be disclosed to anyone
12 except as permitted under this Stipulated Protective Order; and

13 (i) any mediators or settlement officers and their supporting personnel,
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15 10. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification
21 shall include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or
23 order to issue in the other litigation that some or all of the material covered by the
24 subpoena or order is subject to this Protective Order. Such notification shall
25 include a copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be
27 pursued by the Designating Party whose Protected Material may be affected. If the

1 Designating Party timely seeks a protective order, the Party served with the
2 subpoena or court order shall not produce any information designated in this action
3 as “CONFIDENTIAL” before a determination by the court from which the
4 subpoena or order issued, unless the Party has obtained the Designating Party’s
5 permission. The Designating Party shall bear the burden and expense of seeking
6 protection in that court of its confidential material and nothing in these provisions
7 should be construed as authorizing or encouraging a Receiving Party in this Action
8 to disobey a lawful directive from another court.

9

10 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
11 BE PRODUCED IN THIS LITIGATION

12 (a) The terms of this Order are applicable to information produced by
13 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
14 information produced by Non-Parties in connection with this litigation is protected
15 by the remedies and relief provided by this Order. Nothing in these provisions
16 should be construed as prohibiting a Non-Party from seeking additional
17 protections.

18 (b) In the event that a Party is required, by a valid discovery request,
19 to produce a Non-Party’s confidential information in its possession, and the Party
20 is subject to an agreement with the Non-Party not to produce the Non-Party’s
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party
23 that some or all of the information requested is subject to a confidentiality
24 agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably
27 specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment an Agreement to Be Bound” attached hereto as Exhibit A.

13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify

1 whatever procedure may be established in an e-discovery order that provides for
2 production without prior privilege review. Pursuant to Federal Rule of Evidence
3 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
4 of a communication or information covered by the attorney-client privilege or
5 work product protection, the parties may incorporate their agreement in the
6 stipulated protective order submitted to the court.

7 14. MISCELLANEOUS

8 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 14.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order, no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in
13 this Stipulated Protective Order. Similarly, no Party waives any right to object on
14 any ground to use in evidence of any of the material covered by this Protective
15 Order.

16 14.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Local Civil Rule 79-5. Protected Material
18 may only be filed under seal pursuant to a court order authorizing the sealing of the
19 specific Protected Material. If a Party's request to file Protected Material under
20 seal is denied by the court, then the Receiving Party may file the information in the
21 public record unless otherwise instructed by the court.

22 15. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 6, within
24 60 days of a written request by the Designating Party, each Receiving Party must
25 return all Protected Material to the Producing Party or destroy such material. As
26 used in this subdivision, "all Protected Material" includes all copies, abstracts,
27 compilations, summaries, and any other format reproducing or capturing any of the

1 Protected Material. Whether the Protected Material is returned or destroyed, the
2 Receiving Party must submit a written certification to the Producing Party (and, if
3 not the same person or entity, to the Designating Party) by the 60-day deadline that
4 (1) identifies (by category, where appropriate) all the Protected Material that was
5 returned or destroyed and (2) affirms that the Receiving Party has not retained any
6 copies, abstracts, compilations, summaries or any other format reproducing or
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel
8 are entitled to retain an archival copy of all pleadings, motion papers, trial,
9 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
10 and trial exhibits, expert reports, attorney work product, and consultant and expert
11 work product, even if such materials contain Protected Material. Any such archival
12 copies that contain or constitute Protected Material remain subject to this
13 Protective Order as set forth in Section 6 (DURATION).

14 16. VIOLATION

15 Any violation of this Order may be punished by appropriate measures
16 including, without limitation, contempt proceedings and/or monetary sanctions.
17
18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED

19
20 DATED: April 16, 2025

21 
JOHN D. EARLY
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I hereby acknowledged that I, _____ [NAME],
_____ [POSITION AND EMPLOYER],

am about to receive Confidential Materials supplied in connection with the proceeding, 8:25-cv-00076-JWH-JDE. I certify that I understand the Confidential Materials are provided to me subject to the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a copy of this Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that Confidential Materials, as defined in the Stipulation and Protective Order, including any notes or other records that may be made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials provided to me in the Proceeding in a secure manner and that all copies of such Materials are to remain in my personal custody until termination of my participation in the Proceeding, whereupon the copies of such Materials will be returned to counsel who provided me with such Materials.

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1 I declare under penalty of perjury, under the laws of the State of California, that
2 the foregoing is true and correct. Executed this _____ day of _____, 20_____, at
3 _____.
4

5 DATED: _____
6

BY: _____

7 Signature
8

9 Title
10

11 Address
12

13 City, State, Zip
14

15 Telephone Number
16